

©
കേരള സർക്കാർ
Government of Kerala
2019



Regn. No. KERBIL/2012/45073
dated 5-9-2012 with RNI

Reg. No. KL/TV(N)/634/2018-20

കേരള ഗസറ്റ് KERALA GAZETTE

ആധികാരികമായി പ്രസിദ്ധപ്പെടുത്തുന്നത്
PUBLISHED BY AUTHORITY

വാല്യം 8 Vol. VIII	തിരുവനന്തപുരം, ചൊവ്വ Thiruvananthapuram, Tuesday	2019 ആഗസ്റ്റ് 27 27th August 2019 1195 ചിങ്ങം 11 11th Chingam 1195 1941 ഭാദ്രം 5 5th Bhadra 1941	നമ്പർ No.	35
-----------------------	---	---	--------------	----

PART IV Private Advertisements and Miscellaneous Notifications

FORM-“A”

COCHIN PORT TRUST**TRAFFIC DEPARTMENT**

APPLICATION FORM FOR THE RENEWAL OF STEVEDORING AND SHORE HANDLING LICENSE UNDER THE
COCHIN PORT TRUST (LICENSING OF STEVEDORING AND SHORE HANDLING) REGULATIONS, 2019.

<i>Sl. No.</i>	<i>Description</i>	<i>Details to be filled by the Applicant</i>
(1)	(2)	(3)
1	Name of the applicant	
2	Whether the applicant is a company registered under the Companies Act, 2013 or a partnership firm or has any other legal entity (documentary proof to be attached)	
3	Address for communication	
4	Applicant's PAN or TIN No.	
5	Contact Number of applicant	
6	Name of the person to be contacted and Mobile No.	
7	E-mail and Fax No. of applicant	
8	Period for which license is required	
9	Name(s) of the steamship or company or charterer of ship or owner of cargo with whom the contract for stevedoring and shore handling of cargo is finalized or is proposed to be entered into (enclose copy of contract). Approximate tonnage for each party is to be indicated.	
10	Previous experience in stevedoring activities and shore handling activities (enclose proof of the cargo and tonnage handled in the previous three years)	
11	Whether the applicant has financial capability to meet any account of payment of compensation under the Employee's Compensation Act, 1923 (enclose solvency certificate for rupees ten lakhs from the banker to show financial capability and Income Tax returns of previous three years)	
12	Whether the applicant possess equipment and gears required for stevedoring activities and shore handling activities (enclose list of equipment and gears with safety certificate)	

(1)	(2)	(3)
13	Whether the applicant has employed or is willing to give an undertaking to employ at least six supervisory personnel possessing minimum two years of experience in cargo handling and stowage required for undertaking the stevedoring activities and shore handling activities (enclose list of employees, their detailed profile including work experience)	
14	Whether the applicant has made payment of application fee as specified in regulation 6 or regulation 7 to the Financial Advisor and Chief Accounts Officer of the Board for issue or renewal of license (enclose proof of payment)	
15	In the event of issue of license, whether the applicant is willing to pay security deposit as specified in regulation 6	
16	Whether the applicant has cleared all dues in respect of earlier transactions, if any, with the Board (enclose copies of no due certificates from the concerned authorities of the Board)	
17	In case of renewal of license, enclose safety clearance certificate granted by inspector of dock safety. If not, enclose duly executed original indemnity bond as in Form-C	

I/we, affirm that the particulars given above are true to the best of my/our knowledge and belief.

I/we, agree to pay the royalty amount as license fee as specified by the Board, charges payable to the registered cargo handling workers and charges for any other services of the Board availed by me/us for undertaking stevedoring and shore handling operations at Cochin Port.

I/we, agree to furnish any other information/produce any record for inspection as may be required by the concerned authority for issue/renewal of license.

I/we, agree to abide by the Cochin Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019 as amended from time to time and to comply with the directions issued by the Board from time to time, if the license is issued or renewed in my/our favour.

I/we, hereby declare that, I/we have not been convicted for any offence involving moral turpitude and enclosed the certificate as in Appendix-I.

I/we, hereby undertake that, I/we shall charge the rates for services rendered not exceeding the ceiling rates notified by the tariff authority.

Place:

Date :

Signature of applicant with the office seal.

FORM — “B”

License for undertaking Stevedoring and Shore Handling operation at the Port.

1. Name of the Licensee :
2. Address :
3. Period for which the licence is granted from to
4. Any other particulars required to mentioned
.....
.....
.....
.....

(Office Seal)

*For Chairman,
Cochin Port Trust.*

APPENDIX-1

DECLARATION

I.....the Chief Executive Officer of the.....(name of applicant) hereby that the directors, chief executive officer, partners and proprietors of the firm or management are;

- (a) not convicted by the Court for any offence involving moral turpitude;

Or

- (b) convicted by the Court for an offence involving moral turpitude, but a period of five years has elapsed from the date of expiry of sentence. (details of the name and designation of the person who has been convicted, nature of offence, date of sentences, period of imprisonment, etc. shall be furnished by the Chief executive officer).

Signature

Seal of the Company

* Strike out option (a) or (b) as the case may be

CONDITIONS

This license is granted subject to the provision of the Major Port Trust Act, 1963 (38 of 1963) and the Cochin Port Trust (Licensing of stevedoring and shore handling) Regulation, 2019 as amended from time to time.

Every stevedoring and shore handling agent shall be subject to the duties, obligations and responsibilities imposed under the Cochin Port Trust (Licensing of stevedoring and shore handling) Regulation, 2019 and more specifically the following:

- (a) The stevedoring and shore handling agent and all its staff and workers engaged for undertaking stevedoring and shore handling activities and work incidental thereto will insure compliance with the provisions of the Dock Workers (Safety, Health and Welfare) Act, 1986 and the Dock Workers (safety, health and Welfare) Regulation, 1990 and notifications issued there under, the Industrial Disputes Act, 1947, the Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Employees' Provident Funds Act, 1952, Employees' State Insurance Act, 1948 and any other law/ statutes relating to such operations/labour equipment for the time being in force;
- (b) The stevedoring and shore handling agent shall deploy necessary equipment as will be specified by the Board and carry out the operations with the gears and equipment owned or hired by them;
- (c) The stevedoring and shore handling agent shall comply with all accepted safe practices and norms during operations performed by them;
- (d) The stevedoring and shore handling agent shall comply with all accepted safe practices and norms during operations performed by them;
- (e) The stevedoring and shore handling agent shall indemnify the Board against all third party claims out of operations performed by them;
- (f) Whenever the Board has to pay compensation to any of its employees or workers or his dependents under the provision of the Employee's Compensation Act, 1923, in consequence of any accident arising out of and during the course of work performed by a stevedore and shore handling agent or any of its employees and workers, the stevedoring and shore handling agent or any of its employees and workers, the stevedoring and shore handling agent shall reimburse the Board any sum so paid for any such purpose. The quantum of compensation as determined under the workmen's Compensation Act, 1923, shall be taken as binding and conclusive between the Board and the stevedoring and shore handling agent;
- (g) If any gear, equipment, plant and other property of the Board is damaged in the course of any such operation, the stevedoring and shore handling agent shall compensate for such loss or damage, the extent of which shall be decided by the Chairman's or his authorized officer after carrying out a proper enquiry and valuation of the property and extent of damage;
- (h) The stevedoring and shore handling agent shall communicate promptly and information relating to the stevedoring and shore handling activities undertaken by them or matters related therewith as and when asked for the authorized representative of the Board.
- (i) The stevedoring and shore handling agent shall carry out adequate supervision over the workers employed by him in order to ensure maximum productivity consistent with the requirements of safety
- (j) The stevedoring and shore handling agent shall provide all the necessary gears and equipment duly tested and certified by the Competent Authority for handling different types of cargo;
- (k) The stevedoring and shore handling agent shall produce the necessary annealing and test certificates for gears and equipment deployed by them for periodic inspection or as and when demanded by the Inspector, Dock Safety or the Traffic Manager;
- (l) The stevedoring and shore handling agent shall provide the workers necessary personal protective equipment and safety appliances, appropriate for the type of cargo.
- (m) The stevedoring and shore handling agent shall ensure that the workers are available at the worksite throughout the shift period, except during the recess hours and render the normal output and shall take effective steps to improve the performance whenever output falls below the stipulated norms;

- (n) The stevedoring and shore handling agent shall make adequate arrangements for ancillary operations such as sweeping, filling, stitching, repairing vessel's stenciling, securing and breaking of cargo stacking and stowage of cargo, etc. required for cargo operation on board the vessels as well as on shore, as the case may be. These ancillary services shall not be separately charged and shall be inclusive in the stevedoring and shore handling rates notified by tariff authority;
- (o) The stevedoring and shore handling agent shall ensure that all dues of the Board are paid within the specified period failing which the license may be liable to be canceled under these regulations. License shall not be considered for renewal if any dues payable to the Board remain outstanding.
- (p) Stevedoring and shore handling agents shall remit in advance the royalty to the Board prior to calling of the vessel. (The discounts and deferments, if any, offered by the agent to its principals or amounts if not collected by such agent for any reason whatsoever in respect of the stevedoring and shore handling services under these regulations, shall not be recognised for the purpose of calculation of dues of the Board on account of royalty).
- (q) The stevedoring and shore handling agent shall undertake to pay wages to workers engaged by him from the Board, in accordance with the terms and settlement agreed between the Central Government and the Federations of Port and dock workers from time to time or at the rates fixed by the Board for the purpose;
- (r) The stevedoring and shore handling agent shall not assign, transfer or in any manner part with any interest or benefit in or under the license to any other person;
- (s) The stevedoring and shore handling agent shall comply with all rules and regulations of the Board and such instructions as may be issued from time to time by the Traffic Manager in the interest of safety, improvement in productivity and labour discipline;
- (t) Whenever casual workers are deployed, stevedoring and shore handling agent should ensure that such workers are covered by insurance policy;
- (u) The stevedoring and shore handling agent shall achieve the performance standards fixed by the Board;
- (v) The stevedoring and shore handling agent shall publish the tariff charged by it and uploaded it on its own websites and ensure publishing on the Board's website. The charges leviable shall not exceed the ceiling rates prescribed by tariff authority.

ACCEPTANCE

I/We accept the stevedoring and shore handling license issued to me/us on this day the under the terms and conditions stated as above.

Date:
(Office Seal)

Signature.....

Name and Designation.....

Address

Contact No.

Witness to the signature

1.

2.

FORM – “C”

INDEMNITY BOND

Format of Indemnity bond for renewal of Stevedoring and Shore Handling License pending submission of Safety Clearance from Dock Safety

To be furnished in the Stamp paper as per Stamp Act
(Submit on Stamp paper of value not less than ₹ 200)

This Indemnity Bond executed on this..... Day ofTwo thousand and..... by M/s..... (hereinafter referred to as the “Indemnifier”) which expression shall mean and include their heirs, legal representatives, successors, executors, administrator and assignees in office, in favour of the Board of Trustee, the Cochin Port Trust, Willingdon Island, Cochin-682 009 represented by their Traffic Manager (hereinafter referred to as “the Board”) which expression shall mean and include their legal representatives, successors and assignees in office;

Whereas, the Indemnifier has requested for renewal of Stevedoring and Shore Handling License in accordance with the Cochin Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019 to carry out the work of stevedoring and shore handling activities at Cochin Port Trust, Willingdon Island, Cochin-682 009 beyond the period of three years w.e.f. the date of renewal of licence.

And whereas, the Indemnifier has submitted application for renewal of stevedoring and shore handling license along with application fee, requisite documents and specified security deposit;

Whereas, the Indemnifier fulfill the required conditions and eligible for renewal of licence, but awaiting safety clearance certificate;

Whereas, the Indemnifier has submitted an application for issue of safety clearance certificate to the Asst. Director (Safety), Inspectorate of Dock Safety, Cochin, Willingdon Island, Cochin- 682 009 vide their application No.dated.....

Whereas the Indemnifier has executed this Indemnity Bond for renewal of the stevedoring and shore handling license till such time of receiving the safety clearance certificate.

Whereas, the Indemnifier more fully understand the duties and responsibilities as provided in regulation 10 of, and the terms and conditions specified in the Cochin Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019 and willing to abide by such duties, responsibilities and conditions;

Now therefore, the indemnifier executes this Indemnity Bond for guarantee to protect the interest of the Board against any legal, financial, statutory or third party claim enforced against port through order or direction of any executive, judicial, quasi judicial authority for the reasons of violation of extant safety norms of Inspectorate of Dock Safety and not obtaining safety clearance by indemnifier. The indemnifier shall reimburse to Cochin Port Trust the entire amount towards any compensation, claim and damage cost which may be caused by it to any person and /or property of the port and to make good port's claim in respect of any and all damages so caused by it or its personnel or equipment or gears to any port property and / or in respect of his obligations emanated from the license already referred.

This Indemnity Bond shall remain valid and be enforceable till the date of submitting the valid safety clearance certificate issued by the competent authority.

IN WITNESS WHEREOF : the Indemnifier has hereto signed, sealed and delivered these parents on the day, month and year first above written.

In the presence of witness:

For and on behalf of

(1)

(2)

C. PREMAKUMARI,
Secretary, Cochin Port Trust.